

MEMORANDUM OF UNDERSTANDING ("MOU") FOR "EDIBLE FOREST PROJECT"

**BETWEEN THE EVELYN MEADOR BRANCH LIBRARY, SEABROOK ROTARACT,
AND THE CITY OF SEABROOK**

INTRODUCTION:

The Evelyn Meador Branch Library, located at 2400 North Meyer Avenue, Seabrook, TX 77586 (the "LIBRARY"), Seabrook Rotaract ("ROTARACT"), and the City of Seabrook located at 1700 First Street, Seabrook, Texas 77586 ("CITY"), acting as volunteers, agree to work cooperatively on the Edible Forest Project ("PROJECT"), for the time period, and in the manner specified below in this Memorandum of Understanding ("MOU"):

Notwithstanding anything herein to the contrary, LIBRARY and ROTARACT, understand, stipulate and agree that CITY is a governmental entity, and is required to act in accordance with applicable law. No easement, license or other right to the subject park property is being conveyed to LIBRARY, or any other party pursuant to this MOU, nor is the subject area for plantings being designated as additional park. LIBRARY shall be responsible for obtaining any and all necessary consents, approvals, and permits as may be required in accordance with all City Codes, (specifically including "Parks, Recreation and Municipal Facilities", Chapter 65 of Seabrook Code of Ordinances), State and Federal rules, regulations and related law. LIBRARY shall not make, or permit to be installed, any construction of or alterations to the proposed described area except with prior CITY consent.

It is understood by all parties herein that this MOU is not intended to be a legally binding agreement and that it is solely for the purpose of stipulating, outlining and facilitating proposed steps necessary for institution of the PROJECT.

LIBRARY AGREES TO THE FOLLOWING:

1. Provide (10) edible forest trees / plantings through donations or grants secured by Seabrook ROTARACT.
2. Limit the number of pilot program edible forest plantings on CITY property to (10).
3. Limit the edible forest planting locations to areas which disallow root reach or overhang of limbs to reach the Seabrook hike and bike trails.
4. Perform plantings between the calendar days of November 1, 2020 and January 31, 2021
5. Be responsible for watering and care of the edible forest plantings during root establishment and throughout the life cycle of the plantings.
6. Collect unfit for consumption dropped fruit to be utilized for composting, secured on LIBRARY property.
7. The edible forest project shall include self-sustaining maintenance with the assistance of either Seabrook ROTARACT or Evelyn Meador LIBRARY volunteers.
8. Plantings will be immediately removed / replaced if determined to be dead by a local Master Gardener or Arborist.

CITY COOPERATION FOR THE FOLLOWING:

1. Identify proposed space on CITY park property, as determined by CITY, to accommodate the (10) Edible Forest trees / plantings as part of the Evelyn Meador LIBRARY and Seabrook ROTARACT Phase III of the Community Garden project.
2. Address the grounds of the edible tree forest that may include general upkeep as determined by CITY.
3. Utilize community volunteers, as determined by CITY, with the Evelyn Meador LIBRARY and Seabrook ROTARACT to help maintain the edible tree forest.

THE LIBRARY AND CITY AGREE TO THE FOLLOWING:

1. Work together to develop, for the benefit of the community, programs to further expand the Community Garden PROJECT.

AMENDMENT OR TERMINATION:

This MOU will become effective on the date of the last signature written below (the "Effective Date") and will remain in force thereafter unless and until terminated as specified herein. CITY or LIBRARY may terminate at any time, with or without notice. If the LIBRARY, ROTARACT, or CITY desires to terminate this MOU, a written notice is requested to be given to parties no less than 10 calendar days prior to the desired date of termination.

NOTICES:

Notices and other communications shall be made by email to the following ~~individuals~~ entities:

If to CITY to:	If to the LIBRARY to:	If to the ROTARACT to:
City of Seabrook kpadgett@seabrooktx.gov	Evelyn Meador Branch Milagros.Tanega@hcpl.net	Seabrook Rotaracts colbydoyle@texasteledata.com

INDEPENDENT PARTIES

It is expressly understood and agreed by the Parties that nothing contained in this MOU shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent volunteer parties as set forth herein. Further, this MOU is not intended to and shall not create a joint enterprise among the LIBRARY/County, ROTARACT and the City. It is understood and agreed by the parties that the personnel of one party shall not be considered employees, agents, partners, joint venturers, or servants of any other party to this Agreement. The LIBRARY and CITY are undertaking governmental functions or services under this MOU, and the purpose hereof is solely to further the public good, rather than to achieve any pecuniary purpose.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the

Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

SIGNATURES:

By signing this MOU, the parties acknowledge that they authorized and will actively abide by its terms.

For the LIBRARY:

Signature: 

Date: 9-21-20

For CITY:

Signature: 

Date: 9-21-2020

For the ROTARACT:

Signature: CBD V

Date: 9-21-20